

ATTACHMENT A

Letter from Governor Schwarzenegger requesting investigation dated September 16, 2009.



GOVERNOR ARNOLD SCHWARZENEGGER

September 16, 2009

Via facsimile: (916) 445-6749

The Honorable Edmund G. Brown, Jr.
Attorney General
State of California
1300 I Street
Sacramento, California 95814

Dear Mr. Attorney General,

Over the past few days, I have seen a series of news stories regarding the ACORN organization that have concerned me greatly. As you may be aware, the most recent report has come out of San Bernardino. Given this, I believe it is appropriate that your office launch a full investigation into ACORN's activities in California. My administration stands ready to assist in any way necessary.

Sincerely,

A handwritten signature in dark ink, appearing to read "Arnold Schwarzenegger".

Arnold Schwarzenegger

/s/

ATTACHMENT B

Letter from Chief Deputy Attorney General James M. Humes to Governor Schwarzenegger dated September 25, 2009.



STATE OF CALIFORNIA
OFFICE OF THE ATTORNEY GENERAL
JAMES M. HUMES
CHIEF DEPUTY ATTORNEY GENERAL

September 25, 2009

The Honorable Arnold Schwarzenegger
Governor, State of California
State Capitol
Sacramento CA 95814

RE: Request for Investigation of ACORN

Dear Governor Schwarzenegger:

Thank you for your letter dated September 16, 2009, urging the Attorney General to investigate ACORN's activities in California. The Attorney General shares your concerns and he takes seriously his obligation to see that the laws of California are uniformly and adequately enforced. Accordingly, we have opened an investigation of both ACORN and the circumstances under which ACORN employees were videotaped.

Thank you.

Sincerely,



JAMES M. HUMES
Chief Deputy Attorney General

For EDMUND G. BROWN JR.
Attorney General

ATTACHMENT C

Timeline of Events Related to O'Keefe and Giles' Covert Recording of Acorn Employees.

ATTACHMENT C - REPORT OF THE ATTORNEY GENERAL

ON THE ACTIVITIES OF ACORN IN CALIFORNIA

TIMELINE OF EVENTS RELATED TO O'KEEFE AND GILES' COVERT RECORDING OF ACORN EMPLOYEES

July 24, 2009	Philadelphia, Pennsylvania ACORN taping conducted by O'Keefe and Giles.
July 24, 2009	Baltimore, Maryland ACORN taping conducted by O'Keefe and Giles.
July 25, 2009	Washington D.C. ACORN Housing taping conducted by O'Keefe and Giles.
August 4, 2009	New York ACORN Housing taping conducted by O'Keefe and Giles.
August 17, 2009	Los Angeles ACORN and ACORN Housing taping conducted by O'Keefe and Giles. Felix Harris and Lavelle Stewart are employees shown in the video.
August 17, 2009	San Bernardino ACORN taping conducted by O'Keefe, Giles, and "Ryan." Tresa Kaelke is ACORN employee shown in video.
August 18, 2009	San Diego ACORN taping conducted by O'Keefe and Giles. Juan Carlos Vera is ACORN employee shown in video.
August 18, 2009	<p>Vera calls his cousin, Detective Alejandro Hernandez, at the National City Police Department and leaves a voice mail message stating there were some "crazy people" in the office that gave him a mountain of information and asking for a return phone call. (Did not give specifics about prostitution or human smuggling).</p> <p>Vera's phone records show a 2-minute call at 6:40 p.m. (Although there is no corresponding call reflected in Detective Hernandez's phone records, Verizon Wireless indicates a call that goes to voicemail is not always reflected on the bill).</p> <p>Detective Hernandez checks his voicemail at 6:45 pm, but there is no return call to Vera.</p>
August 18, 2009	Vera tells Cruz Acosta, organizer and fellow employee of ACORN, about the incident.

August 18, 2009 □ or □ August 19, 2009	Vera tells Mar Murrillon, an ACORN board member, about the incident. He informs her that he has reported the incident to his cousin at the National City Police Department.
August 21, 2009	ACORN San Diego holds an immigration event.
August 27, 2009	<p>Vera telephones Detective Hernandez again. Vera indicates that he had a strange contact at work with a woman who admitted being a prostitute and talked about human smuggling. Vera said he did not have contact information but planned to meet the woman in the future.</p> <p>Detective Hernandez's phone records show a 1-minute call at 5:07 pm and a 12-minute call at 5:48 pm between Vera and Detective Hernandez's numbers.</p>
August 28, 2009	<p>Detective Hernandez speaks with his partner, Detective Steve Villariasa, about his conversation with Vera and the two contact Detective Mark Haas at San Diego Police Department. Detective Haas indicates he does work regarding human trafficking and will need more information in order to work the case.</p> <p>Detective Villariasa's phone records show a 4-minute call at 7:44 am and a 5-minute call at 1:13 pm between Detective Villariasa and Detective Haas' numbers.</p> <p>Detective Hernandez calls Vera and leaves a message, stating that he has information that may be able to help him.</p> <p>Detective Hernandez's phone records show a 1-minute call between Vera and Detective Hernandez's numbers at 10:48 a.m.</p>
	Per his cousin's instructions that he should obtain more detailed information, Vera sends O'Keefe and Giles an email at qtsmallz69@gmail.com asking them to call him.
	<p>O'Keefe telephones Vera and says the girls will be crossing in Tijuana. Vera says he will call him back and hangs up.</p> <p>Vera calls Detective Hernandez to give him the new information. Vera and Detective Hernandez play phone tag.</p>
September 1, 2009	Detective Hernandez's phone records show a 2-minute call between Vera and Detective Hernandez's numbers at 2:06 pm.
September 10, 2009	Detective Hernandez's phone records show a 2-minute call between Vera and Detective Hernandez's numbers at 2:42 pm.
September 10, 2009	Release of edited Baltimore video.

September 11, 2009	Release of edited Washington D.C. video.
September 11, 2009	<p>Lagstein informs Vera of the undercover videos.</p> <p>Vera calls Detective Hernandez and indicates the whole thing was a "set up" and tells him to disregard it.</p> <p>Detective Hernandez's phone records show a 12-minute call between Vera and Detective Hernandez's numbers at 6:28 pm.</p>
September 14, 2009	Release of the edited New York video.
September 15, 2009	David Lagstein, head of ACORN office in San Diego, is directed to ask his employees about the tapings. He speaks with Vera who tells him that the pimp and prostitute from the videos came to him and wanted advice on buying a home. Vera claimed he called his cousin the same day and asked for his phone records so he could prove that call took place. Vera said he felt it was a bizarre situation, but he was sure whether a crime was being committed. He referred the couple to Los Angeles for home buying advice because the San Diego office does not run a home buying program.
September 15, 2009	<p>Vera leaves messages for Detective Hernandez while Detective Hernandez is on vacation in Las Vegas.</p> <p>Detective Hernandez's phone records show a 3-minute call between Vera and Detective Hernandez's numbers at 3:38 pm.</p>
September 15, 2009	Release of edited San Bernardino video.
September 16, 2009	Lagstein and his wife/co-worker Claire Crawford sit down with Vera and debrief him regarding the taping. Vera gives Lagstein a slip of paper with a woman's handwriting and says it contains the prostitute's contact information, a phone number and email address. The phone number is for a cell phone registered in O'Keefe's mother's name.
September 16, 2009	<p>Hernandez returns Vera's call. Vera is nervous and tells Hernandez he thinks they may have recorded him.</p> <p>Detective Hernandez's phone records show a 15-minute call between Vera and Detective Hernandez's numbers at 11:22 am.</p>
September 17, 2009	Release of the edited San Diego video.

September 17, 2009	National City Police Department issues a press release claiming "On August 20, 2009, an ACORN employee contacted his cousin, a National City Police Detective, to ask him general advice regarding information he had received about possible human smuggling. In response, the Detective contacted a law enforcement officer serving on a federal task force that specifically deals with human smuggling. The task force officer said he needed more specific details to move forward. This message was relayed to the ACORN employee. The ACORN employee responded several days later and explained to the Detective that police assistance was not needed because the information he initially received was not true and what had happened to him was a ruse." (The date included in the press release is later found to be inaccurate.)
September 17, 2009	ACORN fires Vera.
September 19, 2009	Release of the transcript of San Diego recording.
October 21, 2009	Release of the edited Philadelphia video. Due to ongoing legal disputes, the video does not contain audio of ACORN employees.
November 16, 2009	Release of the edited Los Angeles video featuring Harris.
November 19, 2009	Release of the edited Los Angeles video featuring Stewart.

ATTACHMENT D

Summary of Recordings Made Outside of California

SUMMARY OF RECORDINGS MADE OUTSIDE OF CALIFORNIA

Philadelphia, Pennsylvania: Recorded 07/24/09; Partial Release 10/21/09.

On July 24, 2009, O'Keefe and Giles visited the ACORN office in Philadelphia, Pennsylvania and told ACORN employee Kathryn Conway-Russell that they wanted to discuss "fair housing." O'Keefe described himself as a law student who wanted to run for office. He said he met Giles on the street and she was currently living on his boat but he wanted to set her up with housing so she could work. Giles told Conway-Russell that she was working on her own, but had previously worked for a man named "Sony" who was now harassing her. (Unedited Philadelphia ACORN video.)

Conway-Russell explained the services ACORN provides for clients seeking to buy a house. She told them they would have to attend a workshop and receive general information and then could have a one-on-one meeting with a housing counselor to see if they were eligible to purchase a home. Conway-Russell discussed the types of financial documents the couple would need in order to buy a home. After much conversation about Giles' lack of a credit rating or rental history, O'Keefe finally revealed that Giles was a prostitute and her former boss was a really big pimp who followed her everywhere. He asked Conway-Russell if she or ACORN would discriminate against Giles because of her occupation. Conway-Russell said ACORN would not discriminate, but explained that all ACORN does is help prepare paperwork and refer the clients to a lender. She could not guarantee that any lender would provide them a home loan. When asked if she would report them to the police, she said she did not believe it would come up. (Unedited Philadelphia ACORN video.)

Towards the very end of the conversation, O'Keefe and Giles mentioned that Giles had twelve "friends" she worked with from Central America. She claimed the girls felt isolated and as if they were not a part of the community. She believed they would better acclimate to the country if they had paperwork and asked if ACORN could help. Conway-Russell said she only worked with housing and did not know. Giles asked if the girls could live with her in her new home, and Conway-Russell said that would be up to Giles if she was the homeowner. O'Keefe then said the girls from Central America wanted to vote. Conway-Russell said ACORN could not help. The couple left the office without incident. (Unedited Philadelphia ACORN video.)

According to ACORN, O'Keefe called the office before visiting to make an appointment and stated that he was interested in running for Congress and needed help with housing. He was put in contact with the Philadelphia office's Legislative Director. The Director was suspicious of O'Keefe's contradictory story and researched O'Keefe on the internet. The Director discovered O'Keefe's online blog and became aware of O'Keefe's practice of making undercover videos. The Legislative Director was informed when O'Keefe and Giles were at the office, but they had left before he was able to find them. He called the police after they had already left the office. (Proskauer Memorandum, dated December 7, 2009, at 45-46.)

Baltimore, Maryland: Recorded 07/24/09; Released 09/10/09.

Later on July 24, 2009, O'Keefe and Giles visited the ACORN office in Baltimore, Maryland and secretly recorded a meeting with ACORN employees. This time the couple was seeking tax advice as well as advice regarding buying their first home. They met with Tanya Thompson, a tax expert, and "Shera." O'Keefe and Giles told the ACORN employees that Giles was a prostitute and that her former pimp was abusive and harassing her. O'Keefe was a law student with political ambitions. Their story regarding the girls from Central America had evolved. The girls were now underage and no longer had aspirations to obtain legal documentation or the ability to vote. The couple explained the girls were going to live in the house with Giles and work as prostitutes for her. At the same time, the couple claimed they wanted to help the girls and give them a better life. (Unedited Baltimore ACORN video.)

Thompson gave the couple advice on how to file a tax return for the profits they made on their sex business. She suggested Giles classify her occupation as "performing arts." She told Giles she could possibly claim the underage El Salvadoran girls as dependents. When told the girls would be working as prostitutes, Thompson told Giles and O'Keefe "I'm not hearing that." She suggested they never mention this fact to anyone. (Unedited Baltimore ACORN video.)

Shera also suggested the couple keep the information about the El Salvadoran girls private. She suggested the girls could be considered "houseguests" or "exchange students." O'Keefe and Giles asked Shera for help getting away from Giles' abusive, stalker ex-pimp. She gave them general advice on how to avoid him and avoid getting into trouble with law enforcement. She also advocated that O'Keefe and Giles allow the young girls to go to school and told the couple to think about what they were doing. (Unedited Baltimore ACORN video.)

Washington, D.C.: Recorded 07/25/09; Released 09/11/09.

On July 25, 2009, O'Keefe and Giles visited the Washington, D.C. ACORN Housing office, again wearing a hidden camera. They spoke with Lavernia Boone, a real estate broker unaffiliated with ACORN, and Sherana Boone, an ACORN Housing employee. (Proskauer Report, at p. 47.) They told the women that Giles was a prostitute and O'Keefe was a law student running in a local election. Giles said she wanted to purchase a home and use the property for her and some other girls from El Salvador to turn tricks. She claimed she feared for her life because she had an abusive ex-pimp following her. (Unedited Washington, D.C. ACORN video.)

Lavernia and Sherana explained that Giles would need to prove her income and a record of paying taxes in order to qualify for a home loan. Lavernia suggested Giles establish a business, track her income, and file taxes, but never refer to her business as prostitution. Lavernia said Giles should identify her profession as "consultant." Lavernia and Sherana also suggested that O'Keefe could purchase the home and let Giles live and work there. Because of his political aspirations, however, they told him he should pretend to be the landlord and not spend time at the residence. He should maintain that he does not know what is going on in the house or where the money is coming from. Lavernia suggested O'Keefe and Giles keep the prostitution business "low key." (Unedited Washington, D.C. ACORN video.)

Brooklyn, New York: Recorded 09/04/09; Released 09/14/09.

On August 4, 2009, O'Keefe and Giles secretly recorded their meeting with employees at the Brooklyn, New York ACORN Housing offices. ACORN and ACORN Housing share office space in Brooklyn. When O'Keefe and Giles spoke with the receptionist, they were referred to employees of ACORN Housing. (Proskauer Report, at p. 43.) ACORN Housing employee Volda Albert told Giles her attire was not appropriate for an office. O'Keefe and Giles promised the conversation would be brief and Volda agreed to speak with them in private. The couple met with Albert, Milagros Rivera, and "Tara." This time O'Keefe claimed he worked at Wells Fargo, but had aspirations to one day run for Congress. Giles again represented that she was a prostitute with an abusive ex-pimp who was stalking her. The couple claimed they were in a rush to buy a home to get away from the pimp, but had been discriminated against by the banks because of Giles' occupation. (Unedited New York ACORN video.)

Albert and Tara explained the documentation required to secure a home loan. They discussed the types of mortgage packages available. The ACORN Housing employees informed the couple ACORN Housing could not help Giles obtain a loan because she had no documentation, but they could possibly help O'Keefe apply for a traditional loan. He could then do whatever he wanted with the home he purchased. Albert suggested Giles could provide O'Keefe with some money to purchase the home by making a cash gift to him. Because O'Keefe was worried about his public persona, Albert suggested gifting the money through an intermediary. Albert also suggested Giles open a bank account and begin to build the right documentation. However, she suggested Giles refer to her occupation as self-employed or freelancer. Tara suggested Giles seek help from a legal aid attorney. (Unedited New York ACORN video.)

Albert told Giles she had seen many young girls get involved in prostitution and end up with nothing. Albert said she knew she could not tell Giles to stop because Giles would not listen. However, she gave Giles advice about protecting herself for the future. When told the ex-pimp was stalking Giles and wanted money, Albert suggested Giles bury her money in a tin in the backyard. She also pushed Giles to save money for the future and reconnect with her estranged mother. At the very end of the conversation Giles mentioned that Sony had several 13 to 15 year old El Salvadoran girls working for him and she wanted to protect them and give them a place to live. (Unedited New York ACORN video.)

Miami, Florida: Recording date unknown; Unreleased.

On an unknown date, Giles visited the ACORN and ACORN Housing offices in Miami. She was alone and wearing the hidden camera on her person. The video and audio of these visits is extremely poor. The video is initially pointed toward the ceiling and then cuts off. Later, the video does not capture any images. The audio portion is at times inaudible. (Unedited Miami video.)

The limited portions of the video and audio that are comprehensible show that Giles met with a female ACORN Housing employee named "Orletta." Giles claimed to be a prostitute who wanted to buy a home to get away from the threatening and abusive man she used to work for. Giles told Orletta she was terrified of her former pimp and he previously stabbed her in the shoulder. Orletta said she would not judge Giles or discriminate against her because of her profession as a prostitute. She described the types of documentation Giles would need in order to secure a home loan, including three years of paying taxes. She suggested Giles visit an

accountant and pay two years of taxes. She explained that Giles would owe the IRS money. Orletta said Giles would need to lie and say she was "in sales or whatever." (Unedited Miami video.)

Later in the conversation, Giles mentioned that her former pimp had purchased twelve underage El Salvadoran girls to work as prostitutes and would be bringing in the girls shortly. She said she wanted to take them from the pimp so they would not be subjected to the same abuse she had suffered. She explained that she believed the girls would want to continue to work as prostitutes and asked Orletta if she could allow the girls to live and work out of the home she purchased. Orletta told Giles she could do whatever she wanted with the property once she purchased the home. When asked how to avoid the neighbors becoming upset, Orletta said the girls should avoid disturbing the peace. Orletta suggested Giles visit a legal aid attorney and gave her an attorney's contact information. She referred Giles to someone at ACORN who would help her find shelter for herself and the girls. (Unedited Miami video.)

Giles then visited the ACORN office, located in a different building. She spoke briefly with a female employee. Giles said she needed a house for herself and twelve underage girls from El Salvador to escape from the man she used to work for. The ACORN employee gave Giles a list of domestic violence shelters. (Unedited Miami video.)

ATTACHMENT E

Photo of James O'Keefe.



ATTACHMENT F

Photo of Hannah Giles.



ATTACHMENT G

Chart of ACORN entities identified as doing business in California and registration status with the Attorney General's Registry or Charitable Trusts.

ACORN AND RELATED ENTITIES					
NAME	ADDRESS	SOS STATUS	TYPE	JURISDICTION	RCT STATUS
Association of Community Organizations for Reform Now (ACORN) C2925513	2609 Canal Street, New Orleans, LA	Active	Foreign nonprofit	Arkansas	Current
Association of Community Organizations for Reform Now (ACORN) C1525404	1024 Elysian Fields Ave, New Orleans, LA	Forfeited	Foreign nonprofit	Arkansas	Not d/b in CA
ACORN Housing Corporation, Inc. C2128306	209 W. Jackson Blvd, Suite 301, Chicago, IL	Active	Foreign nonprofit	Louisiana	Current
Acorn Institute, Inc. dba Acorn Research and Training C2477028	2609 Canal Street, New Orleans, LA	Forfeited	Foreign nonprofit	Louisiana	Current
American Institute for Social Justice, Inc. C1653894	2609 Canal Street, New Orleans, LA	Active	Foreign nonprofit	Arkansas	Current
California Community Network C1127326	1212 Preservation, 1st Floor, Oakland, CA	Suspended	Domestic nonprofit (PB)	California	Current
Project VOTE/Voting for America, Inc. C2673634	739 8th St, SE, Washington, DC	Forfeited	Foreign nonprofit	Louisiana	Current
Acorn Associates, Inc. C3104044	2609 Canal Street, New Orleans, LA	Surrender	Foreign nonprofit	Arkansas	Not Registered
Acorn Center for Housing, Inc. C2881314	2609 Canal Street, New Orleans, LA	Surrender	Foreign nonprofit	Louisiana	Not Registered
Acorn Community Labor Organizing Center, Inc. C3060551	1024 Elysian Fields Ave, New Orleans, LA	Surrender	Foreign nonprofit	Louisiana	Not Registered
Acorn Law for Education, Representation, and Training, Inc. C2749213	1024 Elysian Fields Ave, New Orleans, LA	Surrender	Foreign nonprofit	Louisiana	Not Registered

ACORN AND RELATED ENTITIES					
NAME	ADDRESS	SOS STATUS	TYPE	JURISDICTION	RCT STATUS
Acorn Tenants Union Inc. C2462502	1024 Elysian Fields Ave, New Orleans, LA	Forfeited	Foreign nonprofit	Louisiana	N/A
American Home Day Care Workers Association, Inc. C2474018	1024 Elysian Fields Ave, New Orleans, LA	Forfeited	Foreign nonprofit	Louisiana	N/A
Citizens' Action Research Project C0738512	1024 Elysian Fields Ave, New Orleans, LA	Suspended	Domestic nonprofit (PB)	California	Not Registered
Citizens' Consulting, Inc. C1525729	2609 Canal Street, New Orleans, LA	Forfeited	Foreign nonprofit	Louisiana	N/A
Citizens Services Incorporated	2609 Canal Street, New Orleans, LA	Not Registered	Foreign nonprofit	Louisiana	Exempt-not charitable
Wal-Mart Alliance For Reform Now, Inc. C2925501	1024 Elysian Fields Ave, New Orleans, LA	Forfeited	Foreign nonprofit	Louisiana	Not Registered
Wal-Mart Worker's Association, Inc. C2925504	2609 Canal Street, New Orleans, LA	Forfeited	Foreign nonprofit	Louisiana	Not Registered

ATTACHMENT H

Webpage from ACORN's website on 9/25/2009 showing solicitation for victims of Southern California Wildfires.


[Home](#) [About ACORN](#) [Our Work](#) [Take Action](#) [Join ACORN](#) [Donate Now](#) [Signup for Updates](#) [Offices](#)
[Español](#)

Association of Community Organizations for Reform Now

Top Stories

ACORN responds to California fire emergency

California ACORN – the state's largest community organization with more than 37,000 member families – has begun the fight for those impacted by the wildfires that are devastating Southern California. ACORN is working with over 500 low- and moderate-income families affected by this crisis, and organizing to ensure that the voices of working families are heard. Almost half a million Southern California residents, many of them renters, have been forced into makeshift shelters run by private relief organizations. While many emergency needs are being met, questions remain about transitional housing, medical care and basic supplies for evacuees.

Click here to donate to the ACORN Institute California Fire Response and Recovery Fund now!

In San Bernardino, ACORN member Meg Coons of Lake Arrowhead, who was forced to evacuate her home with four relatives and three pets, said she has been frustrated by the response to the fires. Along with about 3,300 other evacuees, Meg and her family sought shelter at the Orange Show Fairgrounds, where she said she has had trouble obtaining the proper asthma medication and has been forced to sleep in her car in order to keep her pets with her instead of leaving them in cramped cages. ACORN members have set up clothing and food distribution sites at the fairgrounds.



ACORN established a clothing distribution site at a Southern California shelter.

Meanwhile, hundreds of residents of Ramona, a city nestled in the north eastern portion of San Diego County, are living in temporary shelters like one at Escondido High School. Many evacuees are undocumented, working families who worry about when they will be able to return to their homes. As renters, most fear eviction because they can't get into Ramona to pick up their paychecks and pay their rent. Oliva Barrera, a new ACORN member, was evacuated on Sunday with her four young children. She is pregnant and worried about contacting her husband, who was in Mexico before the fires. She was unable to let her husband know where to find her because of a power outage that struck just before she fled her home with her children. Uncertain how long she will be away from home and worried about her children, Oliva joined ACORN to be part of an organized disaster response.

Having learned important lessons after Hurricane Katrina about disaster response, long-term recovery and survivor mobilization, ACORN is kicking its disaster response program into high gear in Southern California. We are visiting shelters, organizing committees of victims and developing a program for immigrants to ensure that all levels of government respond appropriately – particularly FEMA. ACORN's protracted struggles with FEMA after Katrina resulted in crucial expansions of short-term housing assistance and increased funding for Gulf Coast restoration. As ACORN members returned home after Katrina, the organization has led the charge toward recovery, gutting and preserving thousands of homes, building the first new homes in the Lower 9th Ward and fighting for fair and equitable distribution of rebuilding funds. For more information about ACORN's wildfire organizing efforts, email caacorn@acorn.org.

26-10-07 14:05

Category: California, Chula Vista, Los Angeles, Long Beach, Orange County, San Diego, San Bernardino

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Recent News

Former MA Atty. General Harshbarger to Head ACORN Review

Statement from Bertha Lewis, CEO of ACORN On House Adoption of Anti-ACORN Amendment

ACORN Announces Major Steps to Address Issues Raised by Videos

Attack Videographer Caught in Manipulation and Lies

Statement from Maude Hurd, ACORN National President on the passing of Senator Edward Kennedy

New ACORN Paper Recommends Improvements to Federal Foreclosure Program

ATTACHMENT I

San Bernardino Police Report by Detective Baumgartner dated 9/15/2009.

CASE CONTAINS FOLLOW UP <input checked="" type="checkbox"/> WRITTEN <input type="checkbox"/> TAPED <input checked="" type="checkbox"/> TYPED <input type="checkbox"/> EVIDENCE <input type="checkbox"/> PROPERTY SHEET <input type="checkbox"/> SUSPECT <input type="checkbox"/> DIAGRAM <input type="checkbox"/> CITATION #		SAN BERNARDINO POLICE DEPARTMENT CA0361000 710 N. D STREET (P.O. BOX 1559) SAN BERNARDINO, CA 92401 (909) 384-5742		1. CASE NUMBER 2009-29967 2. DATE / TIME REPORTED 9/15/09 1630 HOURS	
3. LOCATION OF OCCURRENCE 1490 N D ST		4. FROM DATE / TIME 8/17/09 HOURS		5. TO DATE / TIME 9/15/09 HOURS	
7. CODE SECTION(S) INCIDENT		8. CRIME(S)			
VICTIM / WITNESS / INVOLVED PARTY					
9. PERSON OR FIRM NAME (LAST, FIRST, MID.) KAEKE, TRESA MARIE		10. SEX F	11. RACE W	12. AGE 61	13. DOB 8/6/1948
16. STREET ADDRESS (RESIDENCE) 1232 CRAFTON AVE		CITY MENTONE		STATE CA	ZIP CODE 92359
17. STREET ADDRESS (BUSINESS) 1490 N D ST		CITY SAN BERNARDINO		STATE CA	ZIP CODE 92405
18. PERSON OR FIRM NAME (LAST, FIRST, MID.)		19. SEX	20. RACE	21. AGE	22. DOB
25. STREET ADDRESS (RESIDENCE)		CITY SAN BERNARDINO		STATE CA	ZIP CODE 92405
26. STREET ADDRESS (BUSINESS)		CITY SAN BERNARDINO		STATE CA	ZIP CODE 92405
27. PERSON OR FIRM NAME (LAST, FIRST, MID.)		31. SEX	32. RACE	33. AGE	34. DOB
28. STREET ADDRESS (RESIDENCE)		CITY SAN BERNARDINO		STATE CA	ZIP CODE 92405
29. STREET ADDRESS (BUSINESS)		CITY SAN BERNARDINO		STATE CA	ZIP CODE 92405
VEHICLE					
30. VEHICLE LICENSE	31. STATE	32. EXPIRATION	33. VEHICLE YEAR	34. MAKE	35. MODEL
37. VEHICLE COLOR	38. VEHICLE VIN NUMBER		39. VEHICLE DISPOSITION		
40. INVOLVEMENT CODE			41. REMARKS - T/C DAMAGE, UNIQUE MARKS OR PAINT		
SUMMARY					
42. PRELIMINARY INVESTIGATION <input type="checkbox"/> 1 AREA CHECKED <input type="checkbox"/> 7 VICTIM(S) CONTACTED <input type="checkbox"/> 2 DIAGRAM OF SCENE <input type="checkbox"/> 8 WITNESS CONTACTED <input type="checkbox"/> 3 ID WAS CALLED <input type="checkbox"/> 9 NEIGHBORS CONTACTED <input type="checkbox"/> 4 RELUCTANT VICTIM <input type="checkbox"/> 10 STATEMENTS TAKEN <input type="checkbox"/> 5 INSURANCE REPORT ONLY <input type="checkbox"/> 11 APB / TELETYPE MADE <input type="checkbox"/> 6 EVIDENCE COLLECTED <input type="checkbox"/> 12 PRESS RELEASE MADE			43. SOLVABILITY FACTORS <input type="checkbox"/> 1 SUSPECT WAS ARRESTED <input type="checkbox"/> 2 SUSPECT WAS NAMED <input type="checkbox"/> 3 CAN LOCATE SUSPECT <input type="checkbox"/> 4 PROPERTY LOSS OVER \$10,000 <input type="checkbox"/> 5 MAJ INJ/MAJ SEX CRIME <input type="checkbox"/> 6 SPECIAL INTEREST CASE		
45. NATURE OF INJURY			46. WHERE HOSPITALIZED		
47. PROPERTY RECOVERED <input type="checkbox"/> YES <input type="checkbox"/> NO		48. DISPOSITION OF RECOVERED PROPERTY			
49. VICTIM(S) # OF VICTIMS INJURED: # OF VICTIMS OVER 60:		TOTAL # OF VICTIMS: # OF VICTIMS KILLED: # OF OFFICERS INJURED:		50. DOMESTIC VIOLENCE / WEAPONS <input type="checkbox"/> FIREARM <input type="checkbox"/> KNIFE / CUTTING INSTRUMENT(S) <input type="checkbox"/> OTHER DANGEROUS WEAPON <input type="checkbox"/> NO WEAPONS INVOLVED	
CORPUS					
A VIDEO OF TRESA KAEKE ADMITTING TO KILLING HER EX-HUSBAND WAS BROADCAST ON A NATIONAL NEWS STATION ON 9/15/2009. THE VIDEO WAS REPORTEDLY RECORDED ON 8/17/2009. DETECTIVES RESPONDED TO THE ADDRESS IN SAN BERNARDINO WHERE THE VIDEO WAS REPORTEDLY MADE AND WHERE KAEKE WAS SAID TO BE EMPLOYED. DETECTIVES MADE PERSONAL CONTACT WITH KAEKE WHO SAID THAT SHE WAS ONLY JOKING AND THERE WAS NO TRUTH TO THE STATEMENT SHE MADE DURING THE VIDEO THAT SHE HAD KILLED HER EX-HUSBAND. SHE WAS ALSO HEARD TO MAKE A THREAT TO KILL JIM MILLER, A NEIGHBOR. DETECTIVES MADE PERSONAL CONTACT WITH JIM MILLER WHO HAD SEEN AND HEARD THE CONTENT OF THE VIDEO. HE DID NOT THINK OF THE STATEMENT AS A THREAT AND DID NOT FEEL THREATENED BY KAEKE. HE DESCRIBED HER AS A FRIEND AND FELT SHE WOULD NEVER DO SUCH A THING. BOTH OF KAEKE'S EX-HUSBANDS HAVE BEEN PERSONALLY CONTACTED.					
51. REPORTING OFFICER B. BAUMGARTNER		52. ID # 25079	53. DATE 9/15/09	54. OTHER INVOLVED OFFICERS G. O'NEAL	
56. REVIEWED BY [REDACTED]		57. DATE 9-16-09	58. FURTHER ACTION <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		55. RECORDS BAR CODE

82 & M 5 100 60

POLICE DEPARTMENT CA0361000 SAN BERNARDINO, CALIFORNIA		CR2 PAGE 1	CASE NUMBER 2009-29967
CODE SECTION (S) INCIDENT		REPORT TYPE NARRATIVE	
VICTIM'S NAME/FIRMS NAME (LAST, FIRST, MIDDLE) SAN BERNARDINO, CA		RESIDENTIAL ADDRESS CITY STATE	TELEPHONE NUMBER

ASSIGNMENT

On Tuesday 9/15/2009, at about 1420 hours, I viewed a video aired on FOX NEWS that depicted a female in an office in San Bernardino talking about how she had killed her husband. The video was part of an under-cover investigation into the group ACORN (Association of Community Organizations for Reform Now), by a couple of journalists. The journalists propose opening a house for prostitution and went to the ACORN office looking for assistance in housing and taxes for the business. The ACORN worker in the video was identified in the story as Tresa Kaelke.

Tresa is heard to say on the video that she had shot and killed her husband because he had abused her. She said that she had first talked to a domestic violence shelter and said everyone in town was aware the abuse was happening. Then she described how she shot and killed him when he came at her one time. During the video Tresa also gave tips on how to run an escort service saying she knows how to "not get caught". Tresa referred the journalists to Jim Miller who is a neighbor across the street from the ACORN office. At the end of the video clip Tresa is heard to say that she would kill Miller if he said anything. She is heard saying that she has killed before and knows how.

On 9/15/2009, at about 1630 hours, Detective O'Neal and myself drove to 1490 N D St. Upon arrival we located an office that had an ACORN banner hanging in the window. I opened the front door, which was un-locked and entered. Inside the office area I saw a lone white male subject who I saw was wearing a press identification badge. He introduced himself to me as Duane Gang with The Press-Enterprise newspaper. A white female came out into the lobby area where we were and introduced herself only as a staff member for the ACORN office. I explained to her that I was there regarding the video I had just viewed on FOX News and said I needed to talk to Tresa Kaelke. She told me that she would get Tresa for me and left the room.

About one minute later she came back into the room followed by Tresa Kaelke. I also saw a white male I recognized from the video as Jim Miller come into the room from the back. He left through the front door along with the reporter as I sat down to talk to Tresa. Detective O'Neal left the room also, I assumed to talk to Mr. Miller.

I explained to Tresa that I had seen an under-cover video on the news that depicted her talking about killing an ex-husband. She told me that she was aware of the video and told me that she did say that she had killed him, but that she was only joking. I asked her who she would have been referring to as an ex-husband. She told me that she has two ex-husbands and gave me their names as Duane Berhow and Ronald Kaelke. She gave me contact numbers for both of the men. She said they were both still alive.

She did not tell me that she had been abused or any incidences of an altercation with either man. She did not tell me of any other men she may have been talking about and assured me that she knew the young couple in the video were joking around at the time and she was only joking with them.

REPORTING OFFICER (S) B. BAUMGARTNER	IDENTIFICATION NUMBER 25079	DATE 9/16/09	RECORDS BARCODING ONLY
DATE 9-16-09	FURTHER ACTION: NO	RECORDS PROCESSING BY:	

ORIGINAL

POLICE DEPARTMENT CA0361000 SAN BERNARDINO, CALIFORNIA	CR2 PAGE 2	CASE NUMBER 2009-29967
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As I was questioning her about the statements she made about killing her husband, the other staff worker came back into the lobby and asked that I not ask any more questions. She told me that she had contacted their attorney and had been advised to not talk to anyone about the incident. I obtained Tresa's name address and contact information and then obliged their request at this time and left their office. I did not get a chance to ask her about the threat made to Mr. Miller.

When I left the office I met with Detective O'Neal who was outside by the front door talking to Mr. Miller. He told us that he was aware of the video and what Tresa had said regarding him and he did not feel threatened by her or the statements made by her. He described Tresa as being a friend of his. See follow up by Detective O'Neal for further details.

I contacted Duane Berhow by telephone at about 1715 hours. He identified himself to me sufficiently and told me that he had been married to Tresa from 1974 to around 1983. I asked him if he was aware of the video where Tresa is heard saying she had killed her ex-husband. He told me that he was not aware of the video. I briefly described the video to him. He assured me he had not been killed and that he was alive and well. Mr. Berhow told me that Tresa had never tried to kill him and that "it isn't in her nature". He told me that Tresa had married a man named Ronald Kaelke since then, but did not know how to contact him. He said that he knew of no other ex-husbands she may have been talking about. He offered no further information and the interview with him was terminated at this time.

Detective Carr made telephone contact with Ronald Kaelke and verified he was alive and well. See follow up by Detective Carr.

On 9/16/2009, I viewed the video again, which is posted on the Internet at "biggovernment.breitbart.com" and saw that the interview was probably edited. I sent an e-mail to Andrew Breitbart explaining my investigation and asking for a un-cut copy of the interview. He responded and left a phone message for me that he would see to it that I get a copy of the video in it's entirety.

REPORTING OFFICER (S) B. BAUMGARTNER	IDENTIFICATION NUMBER (S) 25079	DATE 9/16/09	RECORDS BARCODING ONLY
REVIEWED BY: [REDACTED]	DATE: 9-16-09	FURTHER ACTION: NO	RECORDS PROCESSING BY:

ORIGINAL

POLICE DEPARTMENT CA0361000 SAN BERNARDINO, CALIFORNIA	CR2 PAGE 3	CASE NUMBER 2009-29967
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SUPPLEMENTAL

On 10/01/2009, I received a voice mail message from Larry Solov, one of the partners of the Websites brietbart.com and biggovernment.com. He asked me to contact him regarding the e-mail I had sent him. I called Mr. Solov at about 0835 hours. I explained to him that I was investigating the statements made by Tresa Kaelke, in the video interview posted on his Website, that she had shot and killed her ex-husband. I told him that I wanted an un-edited copy of the video in order to hear the entire conversation the film crew had with Kaelke.

He told me that his company did not have the entire video and that it was owned and possessed by James O'Keefe, the producer of the video. He told me that there was a transcript of the interview however, and it was posted on his Website. Mr. Solov then directed me to his Website biggovernment.com and explained how to open the transcript in order to read it and print it.

While talking to Mr. Solov, I logged on to the Internet and entered the biggovernment.com Website. I located the transcript of the interview that was taped at the San Bernardino ACORN office on 8/17/2009. I printed a copy of the transcript to include with this investigation. I read the transcript as I listened to the audio of the incident and found it to be an accurate transcription of the conversation I heard in the video.

Kaelke described shooting her abusive ex-husband and killing him after some pre-planning. She also said that she was going to go talk to Jim Miller and Kathleen and threaten them with their lives if they said anything to anyone about the conversation they had just had. She indicated she had run an escort service in the past and had been in jail before, but no other crime was talked about. A criminal history review verified Kaelke had been arrested and convicted of a narcotics charge only.

We have made contact with her two known ex-husbands and verified they were alive and had never been shot by Kaelke. I have been unable to locate information indicating who Kaelke would have been talking about other than Duane Berhow and Ronald Kaelke. Contact has been made with Jim Miller. He has not been directly threatened by Kaelke and described her as a friend that would never hurt him. He made it clear that he did not take what Kaelke said as a threat and did not feel threatened by her.

This report was written to document this incident only. I have been unable to determine a crime occurred during, or as a result of this incident and believe this case should be closed at this point.

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REPORTING OFFICER (S) B. BAUMGARTNER	IDENTIFICATION NUMBER (S) 25079	DATE 9/16/09	RECORDS BARCODING ONLY
REVIEWED BY: [REDACTED]	DATE 10-5-09	FURTHER ACTION: NO	RECORDS PROCESSING BY:

ORIGINAL

POLICE DEPARTMENT CA0361000 SAN BERNARDINO, CALIFORNIA		CR2 PAGE 1		CASE NUMBER 2009-29967	
CODE SECTION (S) INCIDENT REPORT				REPORT TYPE NARRATIVE	
VICTIM'S NAME/FIRMS NAME (LAST, FIRST, MIDDLE)		RESIDENTIAL ADDRESS		CITY	STATE
				TELEPHONE NUMBER	

FOLLOW-UP INVESTIGATION:

On Tuesday, September 15, 2009 at about 1630 hours DETECTIVE BAUMGARTNER and I (DETECTIVE O'NEAL) responded to 1490 N. D Street (ACORN) for a follow-up investigation regarding a video of THERESA KAELE. The video of MS. KAELE depicted her admitting to shooting and killing her ex-husband.

Upon our arrival, we parked in the west parking lot of ACORN at 1490 N. D Street. I observed a compact vehicle parked on Magnolia Street just south of the ACORN office building. There was a male occupant of the vehicle that was later identified as a photographer for the Press Enterprise Newspaper. There was a reporter from the Press Enterprise inside of the office who was later identified as DUANE GANG. MR. GANG was interviewing JAMES MILLER, whom I recognized from the video.

DETECTIVE BAUMGARTNER interviewed MS. KAELE inside of the ACORN business. For further information, see interview by BAUMGARTNER.

I spoke with JAMES MILLER in the courtyard outside of the ACORN office. The following is a summary of his statement:

MR. MILLER told me that he lives across the street from the ACORN office. He said that he has known THERESA KAELE since May 2009. He told me that he met her as she left her office (ACORN) while he was repairing his front yard sprinkler system. He said that he has seen her and spoke with her at least 8 or 9 times when she leaves work.

MR. MILLER told me that he has had the opportunity to review the video of MS. KAELE on his personal computer as well as seeing a photo of himself. He stated that he did not see the full video due to computer problems. He told me that he believed that the video had been edited and statements were taken out of context.

I asked MR. MILLER if he had the opportunity to see the video where MS. KAELE made reference to him (Miller). He told me that he had seen the portion of video, and stated that the video, "Inferred that she would kill me". He further stated that was the, "Most ridiculous thing in the world," when I asked if he felt threatened. MR. MILLER stated that MS. KAELE has never threatened him, and he did not feel threatened from the video. MR. MILLER did not provide further information and the interview was ended.

REPORTING OFFICER (S) DET. G. O'NEAL	IDENTIFICATION NUMBER (S) 50022		DATE 9/15/09	RECORDS BARCODING ONLY
REVIEWED BY: [REDACTED]	DATE 9-16-09	FURTHER ACTION:	RECORDS PROCESSING BY:	

POLICE DEPARTMENT CA0361000 SAN BERNARDINO, CALIFORNIA	CR2 PAGE 2	CASE NUMBER 2009-29967
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CONTACT INFORMATION:

MILLER, JAMES (DOB 4-11-36)
415 W. MAGNOLIA
SAN BERNARDINO, CA 909 888-8416

REPORTING OFFICER (S) DET. G. O'NEAL	87-611-S-170 60 IDENTIFICATION NUMBER (S) 50022	DATE 9/15/09	RECORDS BARCODING ONLY
REVIEWED BY: [REDACTED]	DATE: 9-16-09	FURTHER ACTION:	RECORDS PROCESSING BY:

POLICE DEPARTMENT CA0361000 SAN BERNARDINO, CALIFORNIA	CR2 PAGE 1	CASE NUMBER 09-29967
CODE SECTION (S) INCIDENT		REPORT TYPE
VICTIM'S NAME/FIRMS NAME (LAST, FIRST, MIDDLE) KAELKE, TRESA	RESIDENTIAL ADDRESS SAN BERNARDINO, CA	CITY STATE TELEPHONE NUMBER

Assignment:

On Tuesday, September 15, 2009, I (Detective Carr) was assigned to the Investigations Division, Homicide Unit of the San Bernardino Police Department. Detective Brett Baumgartner had been assigned as lead investigator for this case.

I was assigned to assist Detective Baumgartner and locate Mr. Ronald Kaelke for interview.

Follow Up:

An expose' regarding potential corruption by the Association of Community Organizations for Reform Now (A.C.O.R.N.) office in San Bernardino had aired on public television on September 15. In that program, Tresa Kaelke an employee of A.C.O.R.N. stated that when she was 35 years of age she was in an abusive relationship with her husband. She had contacted battered women's shelters setting up an alibi that allowed her to murder her husband.

Checking public records, I located Ronald's telephone number and address. I called the number and left a message requesting call back. At about 1715, I received a return call / voice mail from Ronald.

At about 1730, I spoke to Ronald on the phone.

Statement of Ronald Kaelke:

Ronald identified himself as one of two estranged husbands of Tresa Kaelke. He met Tresa following her divorce from Duane Burhow of Paramount, CA.. Following the separation with Duane, Tresa was "on the road" as a truck driver.

It was in 1980 that Tresa and Ronald had entered into their relationship. They were married in 1984 and divorced in 1987. Ronald said the divorce was as a result of Tresa's affair with Mike Aloway (the manager of Andrew's Restaurant in Victorville, CA).

Tresa resided with Mike from 1987 and was apparently faithful to him until he died of a heart related problem at the Veteran's Administration hospital in 1995. Following Mike's death Tresa went back into truck driving for a few years.

REPORTING OFFICER (S) DETECTIVE G. CARR	IDENTIFICATION NUMBER (S) 24586	DATE 9/17/09	RECORDS BARCODING ONLY
REVIEWED BY: Q. Oller	DATE 9-30-09	FURTHER ACTION:	RECORDS PROCESSING BY:

In 2002, Ronald tried to rekindle the relationship with Tresa. That effort lasted until about 2005 and was abandon. Following the split, Tresa was reportedly residing with a transvestite on 23 Street in San Bernardino. That subject was alleged to have ties with the Mexican Mafia and had spent time in prison for a murder charge. Ronald knew that Tresa had been with that subject for about 18 months before moving on.

In 2007, Ronald and Tresa's paths crossed again. She was residing at 3791 Vermont Ave. Muscoy, CA.. Tresa alleged that Ronald had battered her at that time and filed a complaint of Corporal Injury by a Spouse / Cohabitant. The complaint was dismissed and cross-restraining orders were sought and issued. That was the last dealings Ronald has had with Tresa.

I asked Ronald about Tresa's behavior. He told me that he believed she may be BI-polar (though she has never had a diagnosis of such to his knowledge). He also told me that she has been a heavy user of methamphetamine in the past and when under the influence of the drug is unpredictable in her behavior and any statements she may make.

Ronald added that some of Tresa's stress and mental instability likely came from the demise of her two sons. Duane and Tresa had two sons, Michael Burhow who was killed in a traffic accident and Alan Burhow who had committed suicide. The death of both boys was hard on Tresa.

In regards to any other men in Tresa's life that he was aware of, Ronald told me that she had the tattoo of "Charlie" on her right groin and had spoken of meeting him in Paramount between her separation from Duane and involvement with Ronald. Ronald was unable to provide me any information to identify Charlie. Ronald knew of no other relationships Tresa had engaged in.

I asked Ronald if it was possible, Tresa was talking about anyone else in her statements on television. He told me he seriously doubted she was. He described Tresa as "very age conscious" and with her report of the abusive relationship occurring when she was 35; he was the man in her life at that time.

I informed Ronald of the A.C.O.R.N. expose' and asked if he had any other information he cared to share about Tresa. He told me that he believed there was an open investigation by the Social Security Administration regarding Tresa, her brother "Charlie" and her mother (Mary Lee Parton). The investigation was in regards to the family having defrauded the Social Security Administration by collecting a benefit payable to Mary Lee Parton's mother. The benefit was paid for over 15 years after Parton's mother had died. Ronald knew of Tresa collecting \$20,375.00 in March 2008 in regards to that fraud. As such he had reported the incident to the Social Security Administration.

Ronald was willing to cooperate in any way with this investigation and would make himself available for further interview by police as needed.

Disposition:

This report was prepared and submitted for inclusion in the case file.

REPORTING OFFICER (S) DETECTIVE G. CARR		IDENTIFICATION NUMBER (S) 24586		DATE 9/17/09		RECORDS BARCODING ONLY	
REVIEWED BY: O O O O		DATE: 9-30-09		FURTHER ACTION:		RECORDS PROCESSING BY:	

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Involved Party:

Kaelke, Ronald C. 05/18/1943
31010 Oriente Drive, Newberry Springs, CA. 92365
home - (760) 257-4823
cellular - (760) 963-5708

87 3 PM 5 OCT 09

REPORTING OFFICER (S) DETECTIVE G. CARR	IDENTIFICATION NUMBER (S) 24586	DATE 9/17/09	RECORDS BARCODING ONLY
REVIEWED BY: [Signature]	DATE: 9-30-09	FURTHER ACTION:	RECORDS PROCESSING BY:

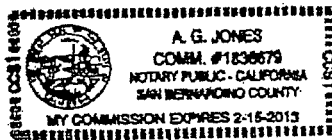
ATTACHMENT J

Affidavit of Trisha Kaelke dated September 15, 2009.

1. My name is Tresa Marie Kaelke, and I'm 61 years old, and I live in Menton, located in San Bernardino County. I am an employee of San Bernardino ACORN, located at 1490 North "D" Street, San Bernardino, CA 92405. I hereby swear that the following statement is true.
2. On a day in mid to late August, 2009, I was working in the San Bernardino ACORN office. Three strangers came to our door saying that they were seeking help — that they had been discriminated against. The young woman was "scantily clad" to say the least, and she claimed to be a prostitute. She was accompanied by two young men, one of whom claimed to be her "pimp." They proceeded to tell a story about how they wanted to get a loan in order to open their business in a house.
3. The whole thing seemed outrageous. They were not believable. Somewhat entertaining, maybe, but I was pretty sure they were up to something. I felt like they were playing games with me, so I proceeded to play games with them.
4. They made outrageous statements about establishing a prostitution business, and bringing up young 12 or 13 year olds from some other country to work in this house. The young woman claimed that she wanted to help these children, who were being abused by their "pimp" in their home country. She said that she wanted to "educate them." I made a statement that "education and prostitution don't go together" or something to that effect.
5. When the young woman said that I wouldn't understand, I decided to play their game and shock them. So I made up several things. For example, I said that I shot my ex husband. This isn't true. Additionally, I said that I had run a call service years ago that involved a yacht and the Bahamas. This is also not true. Not one bit of it. The whole conversation was outrageous.
6. The conversation lasted maybe 30 minutes or more, so there was a lot of back and forth. They would make an outrageous statement, and I would throw one back at them.
7. I told them several times that ACORN would not support what they were doing in any way. Also, I stated that, "My supervisor would shoot this down faster than a bat out of hell."
8. At no time did they tell me that they were taping the conversation.

[REDACTED]
Tresa Marie Kaelke

Notary Public (Seal)



[REDACTED]
Notary Public Signature

AFFIDAVIT OF TRUTH

State of California
County of San Bernardino

I, Tresa Kaelke, hereinafter "Affiant", am of legal age, have first-hand knowledge of the facts contained in the attached statement issued by ACORN on September 15, 2009 titled "ACORN Attack Videographer Caught in Manipulation", am competent to state that the statements contained therein are true, correct and complete, presented in good faith, and not intended to mislead.

SUBSCRIBED AND SWORN TO before me by John Martin Doe, known to me or proven to me to be the real man/woman signing this document this 15 day of September, 2009.

Affiant

Tresa Kaelke

WITNESS

WITNESS

WITNESS my hand and official seal.

Notary Public {SEAL}

Notary Signature



ATTACHMENT K

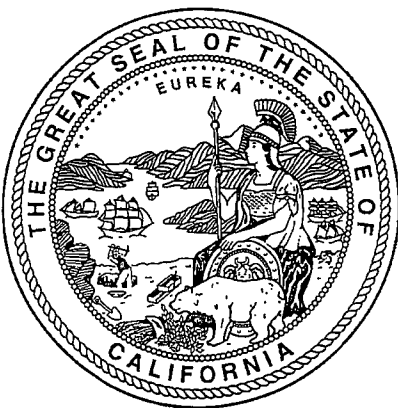
Articles of Incorporation and Bylaws of Alliance of Californians for Community Empowerment ("ACCE").

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN - 4 2010

DEBRA BOWEN
Secretary of State

A0699037

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT AND RESTATEMENT
OF

ARTICLES OF INCORPORATION

DEC 31 2009


ALLIANCE OF CALIFORNIANS FOR COMMUNITY EMPOWERMENT

I, Marina Delgado, certify that:

1. I am the sole incorporator of Alliance of Californians for Community Empowerment, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this corporation are hereby amended and restated as set forth in the attached Articles of Incorporation, which are incorporated by this reference as if set forth in full in this Certificate.
3. No directors were named in the original Articles of Incorporation, and no directors have been elected.
4. This corporation has no members.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true of my own knowledge.

DATED: December 30, 2009


Marina Delgado, Incorporator

ARTICLES OF INCORPORATION
OF
ALLIANCE OF CALIFORNIANS FOR COMMUNITY EMPOWERMENT

ARTICLE I

The name of this corporation is Alliance of Californians for Community Empowerment.

ARTICLE II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

B. The specific and primary purpose of this corporation is to promote social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law (the "Code"), and within the meaning of Section 23701f of the California Revenue and Taxation Code, by developing and advocating for policies that promote social, environmental, and economic justice for low and moderate income people in California communities and the nation.

ARTICLE III

The name and address in this state of this corporation's initial agent for the service of process is Marina Delgado, 1281 W. 2nd Street, San Pedro, CA 90732

ARTICLE IV

This corporation is organized and shall be operated for social welfare purposes within the meaning of Section 501(c)(4) of the Code. This corporation shall not carry on any activities the nature or extent of which is inconsistent with exemption from federal income tax under Section 501(c)(4) of the Code. Partisan activity in relation to political candidates shall not be the primary activity of this corporation.

ARTICLE V

The property of this corporation is irrevocably dedicated to social welfare purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member (if any) of this corporation, or to the benefit of any private person. Upon the winding up and dissolution of this corporation and after paying or adequately providing for the debts and obligations of this corporation, the remaining assets shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated for social welfare purposes and that has established its tax exempt status under Section 501(c)(4) of the Code (or, at the option of the Board of Directors of this corporation, to a nonprofit organization organized and operated exclusively for charitable or educational purposes which has established its tax-exempt status under Section 501(c)(3) of the Code).



BYLAWS
of
ALLIANCE OF CALIFORNIANS FOR COMMUNITY EMPOWERMENT

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BYLAWS
of
ALLIANCE OF CALIFORNIANS FOR COMMUNITY EMPOWERMENT

ARTICLE I
PRINCIPAL OFFICE

The principal office of this corporation shall be located in the county of Los Angeles, California.

ARTICLE II
MEMBERSHIP

This corporation shall have no voting members, but the Board of Directors may, by resolution, establish one or more classes of nonvoting members and provide for eligibility requirements for membership and rights and duties of members, including the obligation to pay dues.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Powers. This corporation shall have powers to the full extent allowed by law. All powers and activities of this corporation shall be exercised and managed by the Board of Directors of this corporation directly or, if delegated, under the ultimate direction of the Board.

Section 2. Number of Directors. The number of directors shall be not less than 3 nor more than 5, with the exact authorized number of directors to be fixed from time to time by resolution of the Board of Directors.

Section 3. Limitations on Interested Persons. At all times, not more than 49% of the directors of this corporation may be interested persons. An interested person means either:

(a) any person currently being compensated by this corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director in his or her capacity as director; or

(b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 4. Election and Term of Office of Directors. Except for the initial directors named by the incorporator, the directors then in office shall elect their successors. Each

director shall be elected for a term of 3 years. Each director shall hold office until a successor has been elected.

Section 5. Vacancies. A vacancy shall be deemed to exist on the Board in the event that the actual number of directors is less than the authorized number for any reason. Vacancies may be filled by the remaining directors for the unexpired portion of the term.

Section 6. Resignation and Removal. Resignations shall be effective upon receipt in writing by the President, the Secretary, or the Board of Directors of this corporation, unless a later effective date is specified in the resignation. A majority of the directors then in office may remove any director at any time, with or without cause.

Section 7. Annual Meetings. A meeting of the Board of Directors shall be held at least once a year. Annual meetings shall be called by the President, or any two directors, and noticed in accordance with Section 9.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President, or any two directors, and noticed in accordance with Section 9.

Section 9. Notice. Notice of the annual meeting and any special meetings of the Board of Directors shall state the date, place, and time of the meeting and shall be given to each director at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally or by telephone, including a voice messaging system, or by other electronic transmission such as e-mail, in compliance with Article VIII, Section 5 of these Bylaws.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be valid as though taken at a meeting duly held after proper call and notice, if a quorum is present, and if, either before or after the meeting, each of the directors not present provides a waiver of notice, a consent to holding the meeting, or an approval of the minutes in writing. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting the lack of adequate notice before the meeting or at its commencement.

Section 11. Quorum. A majority of the total number of directors then in office shall constitute a quorum, provided that in no event shall the required quorum be less than one-fifth of the authorized number of directors or two directors, whichever is larger. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided in Article III, Sections 5 (filling board vacancies), 6 (removing directors) and 12 (taking action without a meeting); Article IV, Section 1 (appointing Board Committees); Article VI, Section 3 (approving self-dealing transactions); Article VII, Section 2 (approving indemnification); and Article VIII, Section 6 (amending Bylaws), of these Bylaws or in the California Nonprofit Public Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding

the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 12. Action Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action in writing. Such written consents shall be filed with the minutes of the proceedings of the Board, and shall have the same force and effect as the unanimous vote of such directors.

Section 13. Telephone and Electronic Meetings. Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or other electronic transmission in compliance with Article VIII, Section 5 of these Bylaws so long as all of the following apply:

(a) each director participating in the meeting can communicate with all of the other directors concurrently, and

(b) each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

Section 14. Standard of Care.

A. General. A director shall perform the duties of a director, including duties as a member of any Board Committee on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(i) one or more officers or employees of this corporation whom the director believes to be reliable and competent as to the matters presented;

(ii) counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(iii) a Board Committee upon which the director does not serve, as to matters within its designated authority, provided that the director believes such Committee merits confidence;

so long as in any such case, the director acts in good faith after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in Article VI below, a person who performs the duties of a director in accordance with this Section shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a corporation, or assets held by it, are dedicated.

B. Investments. Except with respect to assets held for use or used directly in carrying out this corporation's public or charitable activities, in investing, reinvesting, purchasing or acquiring, exchanging, selling, and managing this corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income as well as the probable safety of this corporation's capital. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to this corporation.

Section 15. Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents, and to inspect the physical properties of this corporation.

Section 16. Director Compensation. The Board of Directors may authorize, by resolution, the payment to a director of reasonable compensation for services as a director. The Board may authorize the advance or reimbursement to a director of actual reasonable expenses incurred in carrying out his or her duties as a director, such as for attending meetings of the Board and Board Committees.

Section 17. Executive Compensation Review. The Board of Directors (or a Board Committee) shall review any compensation packages (including all benefits) of the President or the chief executive officer and the Treasurer or chief financial officer, regardless of job title, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this corporation.

ARTICLE IV COMMITTEES

Section 1. Board Committees. The Board of Directors may, by resolution adopted by a majority of the directors then in office, create any number of Board Committees, each consisting of two or more directors, and only of directors, to serve at the pleasure of the Board. Appointments to any Board Committee shall be by a majority vote of the directors then in office. Board Committees may be given all the authority of the Board, except for the powers to:

- (a) set the number of directors within a range specified in these Bylaws;
- (b) elect directors or remove directors without cause;

- (c) fill vacancies on the Board of Directors or on any Board Committee;
- (d) fix compensation of directors for serving on the Board or any Board Committee;
- (e) amend or repeal these Bylaws or adopt new Bylaws;
- (f) adopt amendments to the Articles of Incorporation of this corporation;
- (g) amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (h) create any other Board Committees or appoint the members of any Board Committees; or
- (i) approve any merger, reorganization, voluntary dissolution, or disposition of substantially all of the assets of this corporation.

Section 2. Advisory Committees. The Board of Directors may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of directors or non-directors and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of this corporation, but shall be restricted to making recommendations to the Board or Board Committees, and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

Section 3. Audit Committee. For any tax year in which this corporation has gross revenues of \$2 million or more, this corporation shall have an Audit Committee whose members shall be appointed by the Board of Directors, and who may include both directors and non-directors, subject to the following limitations: (a) members of the finance committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the President or chief executive officer and Treasurer or chief financial officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this corporation; and (e) Audit Committee members who are not directors may not receive compensation greater than the compensation paid to directors for their Board service.

If the Audit Committee is composed and appointed as required by Section 1 above (concerning Board Committees), it shall be deemed a Board Committee on which the other directors are entitled to rely as provided in Article III, Section 14 of these Bylaws; otherwise, the Board of Directors shall remain responsible for oversight and supervision of the Audit Committee as an Advisory Committee.

The Audit Committee shall: (1) recommend to the Board of Directors the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor, (2) negotiate the compensation of the auditor on behalf of the Board, (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this

corporation are in order, (4) review and determine whether to accept the audit, and (5) approve performance of any non-audit services provided to this corporation by the auditor's firm.

Section 4. Meetings.

A. Of Board Committees. Meetings and actions of Board Committees shall be governed by and held and taken in accordance with the provisions of Article III of these Bylaws concerning meetings and actions of the Board of Directors, with such changes in the content of those Bylaws as are necessary to substitute the Board Committee and its members for the Board of Directors and its members. Minutes shall be kept of each meeting of any Board Committee and shall be filed with the corporate records.

B. Of Advisory Committees. Subject to the authority of the Board of Directors, Advisory Committees may determine their own meeting rules and whether minutes shall be kept.

The Board of Directors may adopt rules for the governance of any Board or Advisory Committee not inconsistent with the provisions of these Bylaws.

**ARTICLE V
OFFICERS**

Section 1. Officers. The officers of this corporation shall be a President, a Secretary, and a Treasurer. The corporation may also have, at the discretion of the directors, such other officers as may be appointed by the Board of Directors. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President.

Section 2. Election. Except for the initial officers appointed by the incorporator, the officers of this corporation shall be elected annually by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. Removal. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors or by an officer on whom such power of removal may be conferred by the Board of Directors.

Section 4. Resignation. Any officer may resign at any time by giving written notice to this corporation. Any resignation shall take effect on receipt of that notice by any other officer than the person resigning or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party.

Section 5. Vacancies. A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office.

Section 6. President. The President shall be the chief executive officer of this corporation and shall, subject to control of the Board, generally supervise, direct and control the business and other officers of this corporation. The President shall preside at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of the corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. Secretary. The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors and its committees, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 8. Treasurer. The Treasurer shall be the chief financial officer of this corporation and shall supervise the charge and custody of all funds of this corporation, the deposit of such funds in the manner prescribed by the Board of Directors, and the keeping and maintaining of adequate and correct accounts of this corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

ARTICLE VI CERTAIN TRANSACTIONS

Section 1. Loans. Except as permitted by Section 5236 of the California Nonprofit Public Benefit Corporation Law, this corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer; provided, however, that this corporation may advance money to a director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such director or officer so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Section 2. Self-Dealing Transactions. Except as provided in Section 3 below, the Board of Directors shall not approve, or permit the corporation to engage in, any self-dealing transaction. A self-dealing transaction is a transaction to which this corporation is a party and in which one or more of its directors has a material financial interest, unless the transaction comes within California Corporations Code Section 5233(b).

Section 3. Approval. This corporation may engage in a self-dealing transaction if the transaction is approved by a court or by the Attorney General. This corporation may also engage in a self-dealing transaction if the Board determines, before the transaction, that (a) this corporation is entering into the transaction for its own benefit; (b) the transaction is fair and reasonable to this corporation at the time; and (c) after reasonable investigation, the Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board in good faith, with knowledge of the material facts concerning the transaction and the director's interest in the

transaction, and by a vote of a majority of the directors then in office, without counting the vote of the interested director or directors.

Where it is not reasonably practicable to obtain approval of the Board before entering into a self-dealing transaction, a Board Committee may approve such transaction in a manner consistent with the requirements above; provided that, at its next meeting, the full Board determines in good faith that the Board Committee's approval of the transaction was consistent with the requirements above and that it was not reasonably practical to obtain advance approval by the full Board, and ratifies the transaction by a majority of the directors then in office without the vote of any interested director.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 1. Right of Indemnity. To the fullest extent allowed by Section 5238 of the California Nonprofit Public Benefit Corporation Law, this corporation shall indemnify its agents, in connection with any proceeding, and in accordance with Section 5238. For purposes of this Article, "agent" shall have the same meaning as in Section 5238(a), including directors, officers, employees, other agents, and persons formerly occupying such positions; "proceeding" shall have the same meaning as in Section 5238(a), including any threatened action or investigation under Section 5233 or brought by the Attorney General; and "expenses" shall have the same meaning as in Section 5238(a), including reasonable attorneys' fees.

Section 2. Approval of Indemnity. On written request to the Board of Directors in each specific case by any agent seeking indemnification, to the extent that the agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d). Otherwise, the Board shall promptly determine, by a majority vote of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the agent has met the applicable standard of conduct stated in Section 5238(b) or Section 5238(c), and, if so, shall authorize indemnification to the extent permitted thereby.

Section 3. Advancing Expenses. The Board of Directors may authorize the advance of expenses incurred by or on behalf of an agent of this corporation in defending any proceeding prior to final disposition, if the Board finds that:

(a) the requested advances are reasonable in amount under the circumstances;
and

(b) before any advance is made, the agent will submit a written undertaking satisfactory to the Board to repay the advance unless it is ultimately determined that the agent is entitled to indemnification for the expenses under this Article.

The Board shall determine whether the undertaking must be secured, and whether interest shall accrue on the obligation created thereby.

Section 4. Insurance. The Board of Directors may adopt a resolution authorizing the purchase of insurance on behalf of any agent against any liability asserted against

or incurred by the agent in such capacity or arising out of the agent's status as such, and such insurance may provide for coverage against liabilities beyond this corporation's power to indemnify the agent under law.

ARTICLE VIII MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of this corporation shall end each year on September 30.

Section 2. Contracts, Notes, and Checks. All contracts entered into on behalf of this corporation must be authorized by the Board of Directors or the person or persons on whom such power may be conferred by the Board from time to time, and, except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of this corporation shall be signed by the person or persons on whom such power may be conferred by the Board from time to time.

Section 3. Annual Reports to Directors. The President shall furnish an annual written report to all directors of this corporation containing the following information about this corporation's previous fiscal year:

(a) the assets and liabilities, including the trust funds of this corporation, as of the end of the fiscal year;

(b) the principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) the revenue or receipts of this corporation, both unrestricted and restricted, to particular purposes, for the fiscal year;

(d) the expenses or disbursements of this corporation, for both general and restricted purposes, for the fiscal year; and

(e) any transaction during the previous fiscal year involving more than \$50,000 between this corporation (or its parent or subsidiaries, if any) and any of its directors or officers (or the directors or officers of its parent or subsidiaries, if any) or any holder of more than ten percent of the voting power of this corporation or its parent or subsidiaries, if any, or any of a number of such transactions in which the same person had a direct or indirect material financial interest, and which transactions in the aggregate involved more than \$50,000, as well as the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any director or officer of this corporation. For each transaction, the report must disclose the names of the interested persons involved in such transaction, stating such person's relationship to this corporation, the nature of such person's interest in the transaction and, where practicable, the value of such interest.

The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of this

corporation that such statements were prepared without an audit from the books and records of this corporation. The report and any accompanying material may be sent by electronic transmission in compliance with Article VIII, Section 5 of these Bylaws.

Section 4. Required Financial Audits. This corporation shall obtain a financial audit for any tax year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Whether or not they are required by law, any audited financial statements obtained by this corporation shall be made available for inspection by the Attorney General and the general public within nine months after the close of the fiscal year to which the statements relate, and shall remain available for three years (1) by making them available at this corporation's principal, regional, and district offices during regular business hours and (2) either by mailing a copy to any person who so requests in person or in writing or by posting them on this corporation's website.

Section 5. Electronic Transmissions. Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions from the corporation, the corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to the corporation, the corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

Section 6. Amendments. Proposed amendments to these Bylaws shall be submitted in writing to the directors at least one week in advance of any Board meeting at which they will be considered for adoption. The vote of a majority of the directors then in office or the unanimous written consent of the directors shall be required to adopt a bylaw amendment.

Section 7. Governing Law. In all matters not specified in these Bylaws, or in the event these Bylaws shall not comply with applicable law, the California Nonprofit Public Benefit Corporation Law as then in effect shall apply.

CERTIFICATE OF SECRETARY

I, Marina Delgado, certify that I am presently the duly elected and acting Secretary of Alliance of Californians for Community Empowerment a California nonprofit public benefit corporation, and that the above Bylaws, consisting of 10 pages, are the Bylaws of this corporation as adopted by the Action of Sole Incorporator, on January 11, 2010.

DATED: January 11, 2010



Marina Delgado, Secretary